

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

MAY 11, 2006 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2206922
FILE NO. :
OPENING DATE : 05/11/06

=====> VENDOR NAME AND ADDRESS

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.**SEE NO. 8 BELOW. RETURN BID TO**
10:00 AM

2206922 05/11/06

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095BUYER : BECKIE SICARD
BUYER PHONE : (225) 342-6634
DATE ISSUED : 04/11/06
REQ. AGENCY : 107001 FOLD HERE-->
OFFICE OF STATE PURCHASING
AGENCY REQ. NO. :
ISIS REQ. NO. : 1287848
VENDOR PHONE :
FISCAL YEAR : 06
CLASS/SUBCLASS : 30580
SCHEDULED BEGIN DATE : 06/22/06
SCHEDULED END DATE : 06/21/07
T-NUMBER : 92264*TRIMBLE BRAND NAME GPS EQUIPMENT
CONTRACT*

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 030DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)NAME OF BIDDER
(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
NA
NA
NA

13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
B. BID FILLED OUT IN PENCIL; AND
C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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- 10 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER(S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 11 COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

- 12 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

- 13 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

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<p>CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.</p> <p>14 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>15 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV</p> <p>16 CONTRACT PERFORMANCE EVALUATION IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.</p> <p>AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 305-80-115564 PERCENTAGE OF DISCOUNT THAT SHALL BE APPLICABLE TO ALL PRICES ON TRIMBLE PRICE LIST # A-1 FOR TRIMBLE SURVEY EQUIPMENT FOR PERIOD BEGINNING JUNE 22, 2006 AND ENDING JUNE 21, 2007.	1	DISC		
00002	COMMODITY CODE: 305-80-115564 PERCENTAGE OF DISCOUNT THAT SHALL BE APPLICABLE TO ALL PRICES ON TRIMBLE PRICE LIST # B-1 FOR TRIMBLE MAPPING EQUIPMENT FOR THE PERIOD BEGINNING JUNE 22, 2006 AND ENDING JUNE 21, 2007.	1	DISC		
00003	COMMODITY CODE: 305-80-115564 PERCENTAGE OF DISCOUNT THAT SHALL BE APPLICABLE TO ALL PRICES ON TRIMBLE PRICE LIST # C-1 FOR TRIMBLE MAPPING AND GIS EDUCATOR SYSTEMS FOR THE PERIOD BEGINNING JUNE 22, 2006 AND ENDING JUNE 21, 2007.	1	DISC		

SCOPE:

Statewide Contract for Trimble Brand Name GPS Equipment.

Equipment to be furnished must be the manufacturers' current state-of-the-art and must be certified to be in current new production. All equipment delivered under this contract must be new. Refurbished items are not acceptable.

All items furnished, including hardware components within any system configuration must be the brand specified.

This is an open-ended requirements contract. Bidders are to quote a discount percent off Manufacturer's Catalog Price List designated in this solicitation. This discount(s) shall be stated on the appropriate line(s) as provided for on the price sheet herein.

F.O.B.:

Destination: All prices and terms shall be net.

USAGE:

Based on previous usage, the value of this contract is estimated to be approximately \$ 134,000.

DELIVERY:

Deliver to any agency of the State government eligible by State statute and/or authorized to purchase from this contract. Delivery to be made upon issuance of a purchase release order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than 30 days.

RISK OF LOSS/PASSAGE OF TITLE:

Title to the equipment purchased under this Contract shall pass from Contractor to State on the date of installation for Contractor-installed equipment or on the date of delivery for State-installed equipment. Prior to the passage of title all risk of loss or damage shall be on the Contractor.

ORDERS:

All State Agencies are directed to issue purchase release orders for a supply of the items required as and when needed. Political Subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Division of Administration, are directed to issue their regular purchase orders directly to the supplier, making reference to the contract and line item numbers.

TERMS AND CONDITIONS:

This contract contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms or other materials submitted with bid may cause bid to be rejected.

The purchase/release order is the only binding document to be issued against this contract. Signing of Contractor's pre-printed forms is not allowed.

INVOICE:

Invoices will be submitted by the Contractor to the using agency as indicated on the purchase release order and the invoice shall refer to the delivery ticket number, delivery date, purchase release order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

State Agencies are directly to pay the Contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within 30 days of receipt of properly executed invoice, or receipt of goods, whichever is later. Payment will be made on the basis of unit price as listed in this contract or the invoiced price, whichever is lower. Such price and payment will constitute full compensation for furnishing and delivering the requested contract commodities. In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order.

PAYMENTS WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON PURCHASE RELEASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THIS CONTRACT.

“LaCARTE” PROCUREMENT CARD PURCHASES:

The State of Louisiana has implemented a purchasing card program, “LaCarte”, using the Visa platform. Vendors may receive payment from State Agencies by the purchasing card in the same manner as other Visa purchases. “LaCarte” acceptance is not mandatory nor will it be the exclusive method of payment. As the state continues to roll out the program, it may become a preferred method of payment.

A purchase order will not be issued for purchases paid by the “LaCarte” procurement card – VISA. All terms and conditions of the contract will apply to the credit card purchases.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until after the purchased products have been shipped or services performed.

All orders must be placed against the Contract net discounted prices.

The successful Contractor must keep on file a record of all orders for purchases paid by the “LaCarte” procurement card – VISA, issued against this Contract during the Contract period where a purchase order was not issued. Contractor will be required to furnish State Purchasing with the following information: item number, quantity, line total and order total.

BIDDER RESPONSIBILITIES:

Bidders must quote discount percentages as requested in the bid. Discounted pricing should be furnished for individual items listed.

Entire bid should be returned, except item pages not bid.

Bidder should submit with bid the most recent manufacturer's established catalog price and GSA price list if available. In the event that these published lists do not exist, a signed and notarized type listing of retail prices covering all items on the bid should be submitted. Such price lists are for informational purposes only, terms and conditions contained therein will not be applicable to this agreement.

Bidder should submit with bid a copy of the current standard warranty offered by the manufacturer for the equipment bid (see warranty requirements).

If not the manufacturer, bidder should submit with his bid documentation from the manufacturer showing that the bidding company is authorized to sell and service the products bid. If not authorized to service the products bid, but utilizing a third party, Contractor who is authorized to provide such service, list the name, address and phone number of the third party Contractor below and provide documentation of authorization.

It is the bidder's responsibility to assure that all items meet the following criteria. Items delivered to an agency not in accordance with these criteria will be subject to return at the Contractor's expense and possibly other legal action.

Any contract resulting from this solicitation will be the Trimble Brand Name GPS Equipment Contract and will consist of the product offerings found in the "Trimble Published Price List". Contract items shall be in compliance with the "Procedures for the establishment and continuance of a brand name microcomputer contract" and will be subject to the approval of the Office of State Purchasing. These procedures may be obtained from our website, www.state.la.us/osp/osp.htm

All bidders must be authorized by the manufacturer to sell the products bid. The bidder must also provide service through a manufacturer's authorized service supplier. If the bidder is not the authorized service supplier, he must submit the name of the third party Contractor that would perform all services needed. Successful bidder will be responsible for the work of the third party Contractor. The office of State Purchasing will verify these authorizations. The Division of Administration reserves the right to require any current documentation to substantiate any third party Contractor's relationship with the manufacturer.

All documentation requested in this invitation to bid should be provided with your bid. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request. Failure to provide the requested information in the time allotted may eliminate your bid from consideration.

The following check list is provided for your convenience. Failure to provide the information requested in the time allotted may cause your bid to be rejected.

1. Sign and Complete bid document (see page 1)
2. State minimum percent discount bid (page_8_)
3. Include specified retail price list with bid.
4. List Authorized LA Representatives (name and location)
5. List Louisiana Representative and Location for Service and Representation.
6. List Persons authorized to execute contract and/or make changes.
7. Include list of authorized resellers.

AWARD/EVALUATION CRITERIA:

It is the intention of the Division of Administration to award this contract all-or-none to the responsive and responsible bidder meeting the requirements of the bid specifications and offering the overall greatest discount(s) off the manufacturer's established catalog price list as designated in the section titled "Catalog Price List as designated in the section titled "Catalog Price List Designation". The discount quoted by the Contractor shall be the minimum discount to be applied to any product from that category. This discount shall apply to any updated items or new items added throughout the life of the contract.

Where future offerings of Trimble brand products become commercially available during the contract term and are not commercially offered within the established groups with an established discount structure, the contract may be amended to include such offerings. For this type of addition to be considered, it must be

within the scope of the contract, the contractor must submit the requested group(s) to the State Purchasing Office for approval and the requested group(s) shall be offered to the state at a percentage discount off the manufacturer's established catalog price list as designated in the section titled "Catalog Price List Designation". Contractor will be notified to update their contract and proceed with selling the requested product offering if the offerings are approved by the State Purchasing Office.

The established catalog price list is designated as follows:

For line numbers 00001 through 00003, the "Trimble Published Price List"
All price lists to be the most current issue at the time of bid opening.

The price list designated above is for evaluation and award purposes only and a copy of the designated price list should be returned with bid. The discount percent quoted shall establish the minimum level of reduced pricing offered to the State in each of the categories from the most current issue of the price list designated above throughout the contract period. The minimum discount percent should be shown on the line item pages. Failure to indicate the minimum discount on the line item pages may cause your bid to be rejected. This minimum discount percent shall apply to any updated items, or new items added, in accordance with specification requirements throughout the life of the contract.

Net prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list, if one exists. If not, The State does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

This contract will be limited to items with an individual net price of \$49,999.00 or less.

For evaluation and award, the Office of State Purchasing reserves the right to seek clarification and/or to correct any mathematical error in the application of the percentage discount to individual items listed on the price sheet pages; such as rounding errors, etc. The manufacturer's most current designated established catalog price less the percentage discount quoted shall govern.

The State of Louisiana reserves the right to award categories separately.

CONTRACT PERIOD:

This Contract is effective upon the approval of The Office of State Purchasing and will end no later than twelve (12) months unless otherwise terminated in accordance with the **Termination** provision of this Contract. The State has the right to extend for twelve (12) months increments up to a maximum of thirty six (36) months.

RENEWAL:

At the option of the Division of Administration and acceptance by the Contractor, this contract may be extended for two (2) additional twelve month period at the same prices, terms and conditions. Contract not to exceed thirty-six (36) months.

CONTRACTOR'S RESPONSIBILITY:

During the course of the contract, any price reduction in the Manufacturer's Published Prices must be immediately extended to the State by the Contractor. Failure to offer the benefit of these price reductions to the State within two (2) weeks after general announcement may result in the cancellation of this contract. These price reductions must be granted on any order not shipped. Contractor must maintain a list of equipment on order and be able to provide a list to the Office of State Purchasing within 48 hours of the request.

Please give complete business address of all vendors who are authorized to accept release orders against this contract.

[illegible]

I, _____, duly authorized to execute this contract, hereby delegate the following person/persons to submit written requests for revisions to this contract:

3.) _____, _____
(Name) (Title)

COMMENT: _____

Contractor must immediately notify the Division of Administration when any dealer on this contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification by the Division of Administration must be honored.

Usage Report: Contractor will be required to submit to the Division of Administration, Office of State Purchasing, the following reports annually or upon request. If requested, the report(s) should be furnished within three (3) working days.

A. Two contract usage reports to include the following:

1. Listing by Agency of each line item ordered, purchase order number, invoice number, quantity, unit price and extended total, invoice number, quantity, unit price and extended total, and shipping date(s). Report to also include cumulative total dollar volume by Agency.
2. Listing of each line item, total quantity ordered and value of each. Report to also include cumulative total dollar value of all items sold.

B. Price reduction report to include the following:

1. Date of price change for each line item.
2. New price on date of change.

Catalog Usage Report: If participating in the catalog-purchasing program, successful Contractor will be required to submit the following types of reports.

A. New contract item report (required at the time contract is established and prior to activation): Unique product number, item description, and unit price of item.

B. Change audit report (required within 5 business days of each reporting period, monthly or quarterly, after contract implementation; or, within 24 hours upon demand) will contain all changes made to the contract and each contract item including price changes, and new items and deletions on contract. Report must be in excel or tab delimited format identifying contract number, unique number (SKU), line item number, unit price, date of change, and active/inactive indicator.

C. Sales volumes (required annually and 90 days prior to contract expiration; or within 5 business days of request at any time): Quantity and value of orders placed by each entity and grand total of all purchases. Item information must include unique item number (SKU number), line item number and price paid, sort capabilities desired, include sort by purchase order, department, unique item number, reseller, electronic quote number, agency name, quantity by line item, and dollar value.

D. Reports must be submitted in electronic format.

E. Contractor will be required to report, within 120 days prior to expiration of contract, any and all changes, additions, deletions or any additional information necessary to assist in the bid preparation. If the bidder does not comply with all reporting request, it may result in cancellation of the contract.

CATALOG CONTRACTS:

The state's desire is to use catalog contracts wherever feasible in the purchase of these contract items. To participate in this activity the successful Contractor must maintain a web presence of their catalog through a universal locator (URL) linked to the Office of State Purchasing Web page, satisfy various reporting requirements, and satisfy any other requirements of the State's program, including third party audit.

Information and guidelines for these catalog contracts can be obtained from our website, www.state.la.us/osp/osp.htm (all lower case), or by contracting Carolyn Thurston (225) 342-8028.

The successful vendor will be given an option to participate in the catalog contract program with the State or continue with the manual process for updating contracts once established.

DEFINITION:

R.S. 1591 (2) Defines "Established Catalog Price" as the Price included in a catalog, price list, schedule of other form that:

- a. Is regularly maintained by a manufacturer or contracts.
- b. Is either published or otherwise available for inspection by customers, and
- c. States prices at which sales are currently or were last made to a significant number of buyers constituting the the general buying public for the supplies or services involved.

WARRANTY:

The contractor shall provide the standard warranty offered by the manufacturer for the products bid; except that the warranty at a minimum shall be for a term of at least one (1) year commencing on the date of satisfactory installation for contractor installed equipment, or on the date of delivery for state installed equipment, and that the warranty include that all repairs and replacement shall be at no cost to the state. In addition, if a product fails within seven (7) days of satisfactory installation (if vendor installed) or within seven (7) days of delivery (if state installed), the product will be replaced by the contractor unless the standard manufacturer's warranty provides for repair of the product, in which case, the contractor may provide on-site repair service at no additional cost, rather than replacement.

To the extent that the standard manufacturer's warranty differs from the foregoing minimum requirements for the state required warranty, the state's minimum requirements shall prevail. The state will accept any warranty that exceeds these minimum requirements.

Contractor shall disclose complete details of standard warranty and the specific details and cost of warranty upgrades available.

The above stated warranties shall be voided and shall terminate if the equipment system components are modified or altered by other than the authorized Contractor personnel.

The Contractor may use a third party warranty provider when demand for support or repair is greater than that which the Contractor's "in-house" support team can provide. At no time does this relieve the Contractor of his responsibility for any and all requirements that the Office of State Purchasing has in place for brand name peripheral contracts.

Examples of "unit" are a keyboard, a , monitor, a printer, a system unit as delivered.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, in the performance of this contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs

which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of the products or materials; ii) State's use of the products or materials in combination with other products or materials not furnished by Contractor; iii) State's use of the products or materials in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the product or material.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the products or materials, or two (2) times the charges for services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ASSIGNMENT:

The Contractor shall not assign any interest in this contract by assignment, transfer or novation without prior written consent of the State. this provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

RIGHT TO AUDIT:

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

TERMINATION:**A. TERMINATION FOR CAUSE:**

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

B. TERMINATION FOR CONVENIENCE:

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

C. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

WAIVER CLAUSE:

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

SEVERABILITY:

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

CODE OF ETHICS:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

APPLICABLE LAW:

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.